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SNYDER V. GRANDSTAFF.—Decided at Richmond, November 17, 1898.—*Cardwell, J.*

1. CHANCERY PLEADING—*Multifariousness—Different aspect of same facts—Different facts.* A bill is not rendered multifarious by presenting alternative views or different aspects of the same facts. There must be distinct collocations of distinct and different facts, each presenting different rights, and calling for different relief, to render a bill multifarious.

2. CHANCERY JURISDICTION—*Reformation—Mutual mistake—Notice to purchaser for value—Demurrer.* Equity is the proper forum to reform a deed, and a bill which charges mutual mistake in making the deed is not demurrable, even though it fails to charge notice to a purchaser for value. Though such notice must be proved, the defence must be made by plea or answer.

3. PURCHASER FOR VALUE—*Latent equities.* A purchaser for value without notice is not affected by any latent equity, and it is immaterial of what the equity consists, whether it be a lien, encumbrance, trust, fraud or any other claim.

4. DEEDS—*Consideration—Marriage—Existing creditors of grantor.* A deed made by a man to his intended wife, followed by marriage, is conclusively presumed to be in consideration of the marriage, and is based on a valuable consideration, except as to existing creditors of the grantor. Such deeds made since May 1, 1888, are void as to such creditors, but not otherwise.

5. NOTICE TO PURCHASER FOR VALUE—*Burden of proof—Confidential relations of grantor and grantee—Case in judgment.* The burden of proving notice to a purchaser for value is on him who alleges it. It will not be implied from the confidential relations existing between the grantor and the grantee. In the case in judgment the evidence fails to establish notice, actual or constructive.

6. VARIANCE BETWEEN DEED AND PRIOR CONTRACT—*Presumption—Burden of proof.* Where there is a variance between a preliminary contract for the sale of land and a subsequent deed of conveyance thereof the presumption is that the deed speaks the final will and intent of the parties, and the burden is on him who denies this effect of the deed to rebut the presumption by the clearest and most satisfactory evidence.

7. CHANCERY JURISDICTION—*Construction of muniments of title—Adequate remedy at law.* When one holds land adversely to another, courts of equity have no independent jurisdiction to merely construe the muniments of title, whether deed or will, in order to determine who has the better right. The parties have an adequate remedy at law.

8. DEVISE TO THREE—*Limitation-over upon failure of issue—Deed of partition—Subsequent failure of issue of one devisee—Case in judgment.* A testator devised and bequeathed his entire estate, real and personal, to his three grandchildren, to be equally divided between them, share and share alike, but, on the death of either of them without issue, his or her share should pass to the survivors or survivor, and, in case all died without issue, then to collateral kin. Subsequently the grandchildren divided the estate amongst themselves, and, by deeds reciting the provisions of the will and the partition which they had made, and their desire "to vest exclusive title to the several parcels of land in the said parties to whom they had been assigned and allotted respectively" each conveyed to the other all

of his right, title and interest in the property allotted to such other. One of the grandchildren, in contemplation of marriage, conveyed the property so received by him to his intended wife and then married her, and shortly thereafter died without issue, or possibility of issue.

*Held:* The title of survivorship of the two surviving grandchildren passed by their deed to their deceased brother in his lifetime, and by his deed is vested in his widow.

**DAY V. NATIONAL MUTUAL BUILDING & LOAN ASSOCIATION AND OTHERS.**—Decided at Richmond, December 1, 1898.—*Keith, P. Absent, Riely and Cardwell, JJ:*

1. BUILDING ASSOCIATION—*Principal and agent—Statements of agent.* A building fund association is not bound by the statement of a local agent as to the amount of the balance due on a loan in his locality, where it appears that his agency was limited to the duty of receiving and receipting for premiums and dues payable to the association by its members in that locality.

2. PRINCIPAL AND AGENT—*Unauthorized agent—Ratification.* If a principal adopts the act of an unauthorized agent, or if, with knowledge of the facts, he accepts the benefit of such act he will be estopped to deny the agent's authority. But ratification rests upon and implies knowledge of the principal.

3. PRINCIPAL AND AGENT—*Unauthorized statements by agent—Enforcement of lien—Personal decree.* A principal who holds a lien on real estate which has been purchased by one who has assumed the payment of the lien is not bound by the undisclosed statements of an agent acting beyond the scope of his agency made to such purchaser, before his purchase, as to the amount of the balance due on the lien, and in a suit by the purchaser against the principal to enjoin the enforcement of the lien a prayer in the answer of the principal for a personal decree against the purchaser for any balance that may remain after exhausting the real estate, does not operate by estoppel or otherwise to prevent the principal from denying the agency.

**HITE V. COMMONWEALTH.**—Decided at Richmond, December 1, 1898.—*Buchanan, J. Absent, Riely, J:*

1. CONTINUANCE—*Discretion.* A motion for a continuance is addressed to the sound discretion of the trial court, under all the circumstances of the case, and, though its action is subject to review by the appellate court, it will not be reversed unless plainly erroneous.

2. CONFESSIONS—*When may be given in evidence.* A confession may be given in evidence if it was not obtained by some inducement of a worldly or temporal character in the nature of a threat or promise of benefit held out to the accused in respect to his escape from the consequences of his offence, or the mitigation of the punishment, by a person in authority, or with the apparent sanction of such a person.

3. MURDER—*Provocation—Malice—Presumption—Burden of proof.* Where a wound resulting in death was inflicted by a prisoner, with a deadly weapon previously in his possession, without any or upon very slight provocation, the *prima*